

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED NATIONAL SPECIALTY INSURANCE  
COMPANY,

Plaintiff,

Docket No.: 08 CV 2936  
(RWS)

**RESPONSE TO  
COUNTERCLAIMS**

-against-

563-569 CAULDWELL REALTY LLC, f/k/a 381 E.  
160 EQUITIES, LLC, M&P REALTY MANAGEMENT  
LLC and OMAR PANIAGUA,

Defendants.  
-----X

Plaintiff, UNITED NATIONAL SPECIALTY INSURANCE COMPANY ("UNITED NATIONAL"), by its attorneys, MIRANDA SOKOLOFF SAMBURSKY SLONE VERVENIOTIS LLP, hereby answers the counterclaims of defendants, 563-569 CAULDWELL REALTY LLC f/k/a 381 E. 160 EQUITIES LLC and M&P REALTY MANAGEMENT LLC, dated April 11, 2008, upon information and belief, as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "1" of the counterclaims.
2. Denies the allegations contained in paragraph "2" of the counterclaims, except admits that United National issued a general liability policy of insurance to M&P with Policy Number L7197722.
3. Denies the allegations contained in paragraph "3" of the counterclaims.
4. Denies the allegations contained in paragraph "4" of the counterclaims, and respectfully refers the Court to the Policy for its terms at the time of trial.
5. Denies the allegations contained in paragraph "5" of the counterclaims, and respectfully refers the Court to the policy for its terms at the time of trial.

6. Admits the allegations contained in paragraph "6" of the counterclaims.
7. Denies the allegations contained in paragraph "7" of the counterclaims.
8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "8" of the counterclaims.
9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "9" of the counterclaims.
10. Denies the allegations contained in paragraph "10" of the counterclaims.
11. Denies the allegations contained in paragraph "11" of the counterclaims, except admits that notice was provided to United National in June of 2007.
12. Admits the allegations contained in paragraph "12" of the counterclaims, and begs leave to refer to the disclaimer for its terms.
13. Denies the allegations contained in paragraph "13" of the counterclaims.
14. Denies the allegations contained in paragraph "14" of the counterclaims.
15. Denies the allegations contained in paragraph "15" of the counterclaims, except admits United National sent Cauldwell a letter dated October 29, 2007 denying Cauldwell coverage, and begs the Court to refer to that letter for its terms.
16. Denies the allegations contained in paragraph "16" of the counterclaims.
17. Denies the allegations contained in paragraph "17" of the counterclaims.
18. Denies the allegations contained in paragraph "18" of the counterclaims.

**ANSWERING THE FIRST COUNTERCLAIM  
FOR DECLARATORY JUDGMENT**

19. As and for a response to paragraph "19" of the counterclaims, plaintiff repeats and realleges each and every allegation contained in paragraphs numbered "1" through "18" of this answer with the same force and effect as if fully set forth at length herein.

20. Denies the allegations contained in paragraph "20" of the counterclaims, and respectfully refers the Court to the Policy for its terms at the time of trial.
21. Denies the allegations contained in paragraph "21" of the counterclaims, and respectfully refers the Court to the Policy for its terms at the time of trial.
22. Denies the allegations contained in paragraph "22" of the counterclaims.
23. Denies the allegations contained in paragraph "23" of the counterclaims.
24. Denies the allegations contained in paragraph "24" of the counterclaims.
25. Denies the allegations contained in paragraph "25" of the counterclaims, and respectfully refers all questions of law to the Court for adjudication.
26. Denies the allegations contained in paragraph "26" of the counterclaims, and respectfully refers all questions of law to the Court for adjudication.
27. Denies the allegations contained in paragraph "27" of the counterclaims.

**ANSWERING THE SECOND COUNTERCLAIM FOR  
DECLARATORY JUDGMENT (BREACH OF CONTRACT)**

28. As and for a response to paragraph "28" of the counterclaims, plaintiff repeats and realleges each and every allegation contained in paragraphs numbered "1" through "27" of this answer with the same force and effect as if fully set forth at length herein.
29. Denies the allegations contained in paragraph "29" of the counterclaims, except admits that United National timely disclaimed as set forth above.
30. Denies the allegations contained in paragraph "30" of the counterclaims.
31. Denies the allegations contained in paragraph "31" of the counterclaims.
32. Denies the allegations contained in paragraph "32" of the counterclaims, and respectfully refers all questions of law to the Court for adjudication.

33. Denies the allegations contained in paragraph "33" of the counterclaims, and respectfully refers all questions of law to the Court for adjudication.

34. Denies the allegations contained in paragraph "34" of the counterclaims.

**ANSWERING THE THIRD COUNTERCLAIM  
FOR ATTORNEYS FEES**

35. As and for a response to paragraph "35" of the counterclaims, plaintiff repeats and realleges each and every allegation contained in paragraphs numbered "1" through "34" of this answer with the same force and effect as if fully set forth at length herein.

36. Denies the allegations contained in paragraph "36" of the counterclaims.

37. Denies the allegations contained in paragraph "37" of the counterclaims.

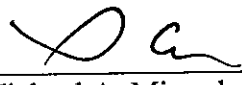
38. Denies the allegations contained in paragraph "38" of the counterclaims.

39. Denies the allegations contained in paragraph "39" of the counterclaims.

WHEREFORE, it is demanded that a judgment be entered dismissing plaintiff's counterclaims herein, together with the costs, disbursements and attorneys' fees for this action, and any other relief that this Court may deem appropriate,

DATED: Mineola, New York  
May 16, 2008

MIRANDA SOKOLOFF SAMBURSKY  
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**UNITED NATIONAL SPECIALTY  
INSURANCE COMPANY**

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